

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHLEY RIDGE SUBDIVISION

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LINDA E. MESSERVY DOBBS COUNTY, SC

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THIS DECLARATION made on the date hereinafter set forth by Wescott Associates, LLC, (or its assigns) hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the Owner in fee simple of the real property (the "Property") hereinafter described on Schedule "A" hereof, attached hereto and by this reference made a part hereof, said property known as Ashley Ridge; and

WHEREAS, the Declarant desires to subject the Property to the covenants and restrictions as hereinafter set forth;

WHEREAS, the Declarant has incorporated under South Carolina law as a non-profit corporation, the ASHLEY RIDGE HOMEOWNERS ASSOCIATION for the purpose of exercising enforcement and management of the covenants and restrictions as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and be binding on all parties having any rights, title or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

SECTION 1. "Association" shall mean and refer to Ashley Ridge Homeowners Association, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, which is a part of the Property, including contract sellers.

SECTION 3. "Property" shall mean and refer to all or a portion of that certain real property hereinabove described, as the case so requires, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners as reflected on recorded plats for the subdivision. The Common Area cannot be mortgaged without the consent of at least two thirds (2/3) of the lot owners (excluding the Declarant).

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area and including any

1 Smith, Collins & Newton  
PO Box 40578  
Charleston, SC 29423

unplatted lots.

SECTION 6. "Declarant" shall mean and refer to Wescott Associates, LLC, a South Carolina Limited Liability Company, its successors and assigns, and any other developer or builder to who lots may be sold for development purposes out of the Property.

## ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT- Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

The Owners' easement of enjoyment in the Common Area designated as flood plain, wetlands, buffers, easements, if any, is dedicated as Common Area, but is subject to the rights of the appropriate governmental authorities to effect the public purposes of any such designated common area.

In order that there may be an orderly development of the Property, Declarant reserves the right to dedicate and/or grant easements for utilities and drainage, and dedicate roads and road widening strips over, across and under the Common Area as may be required by the appropriate governmental authorities or at Declarant's discretion as it may deem necessary to facilitate any of Declarant's future developments.

The easement of enjoyment in and to the Common Area is not for the general public but shall be held for the enjoyment of the homeowners in Ashley Ridge and any other property which may be added hereto by Declarant as hereinafter provided.

After the conveyance of a lot from the Declarant to a new owner, such lot shall be subject to the following provisions:

(a) The right of the Association to require membership and/or charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of common area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or, utilities for such purposes and subject to such conditions as may be agreed to by members having at least two thirds (2/3) of the membership voting rights. After the Class B lots cease to exist, no such dedication or transfer shall be effective unless an instrument signed by members having two-thirds (2/3) of the membership voting rights agreeing to such dedication or transfer has been recorded. However, no such dedication or transfer shall be made

which will cause the Property to be in violation of any zoning regulations (i.e., density requirements, etc.) or applicable municipal or regulatory requirements.

(d) The Association may adopt rules and regulations governing the use of the common areas by owners, their family members, guests or tenants. No owner shall use the common area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association. Without limiting the generality of the foregoing, no owner shall without the specific prior written consent of the Association, (i) damage the common area or remove any trees or vegetation therefrom, (ii) erect any fence, structure or other improvement or thing in the common area, (iii) fill or excavate any part of the common area, (iv) landscape or plant vegetation in the common area, (v) or use the common area in a manner inconsistent with or interfering with the rights of other owners.

SECTION 2. DECLARATION OF USE Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

SECTION 2. The Association shall have two classes of voting:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned, including platted and unplatted lots. The Class B membership shall continue until the earlier of (i) when Declarant no longer owns any lot within the Property; (ii) upon written waiver of Class B membership by the Declarant, or (iii) nine (9) years following the date of the sale of the first Lot by the Developer. The termination of the Class B Membership is sometimes referred to as the "Transfer of Control."

SECTION 3. The affairs of the Association shall be managed by the Board of Directors (the "Board").

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS** - The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**SECTION 2. PURPOSE OF ASSESSMENT** - The assessments levied by the Association shall be used exclusively to promote the health, recreation and safety of the residents in the Property and for all expenses related to the community management, which shall include but not be limited to, the improvement and maintenance of the Common Area including any tree preservation areas, retention ponds, the improvement and maintenance of all entranceway features, including signage, irrigation and lighting fixtures, if any, and the improvement and maintenance of any easements and/or rights of way which benefit the residents of the property and are not publicly maintained, the procurement and maintenance of adequate liability insurance covering the Association and its members, directors, officers, and adequate hazard insurance covering any real and personal property owned by the Association.

The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

**SECTION 3. ANNUAL ASSESSMENTS** - Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$250.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors without a vote of the members, but subject to the limitation that the percentage of any such increase shall not exceed 15% of the maximum annual assessment for the previous year unless such increase shall have been approved by a vote of members having two-thirds (2/3) of the membership voting rights who are voting in person or by proxy, at a meeting duly called for that purpose. Notwithstanding any of the foregoing to the contrary, there shall be no assessment against any Lot owned by the Declarant, its successors or assigns, until Declarant has sold it. For so long as Class B lots exist, the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget.

**SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS** - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and

personal property related thereto, provided that any such assessment shall have the assent of members having two thirds (2/3) of the membership voting rights of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4** - Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not presents another meeting may be called subject to the same notice requirement, and the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

**SECTION 6. UNIFORM RATE OF ASSESSMENT** - Except as otherwise stated herein, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

**SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessment for each lot shall commence with the conveyance of each lot from the Declarant to the new owner of the lot. The first annual assessment, adjusted according to the number of days remaining in the Association's annual assessment period, shall be due at the conveyance of each lot. The Board of Directors shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates and any late charges shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. There shall be no annual assessment against any lot owned by the Declarant nor against any Lot owned by a builder constructing a residence on the Lot.

**SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION** - Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18.00%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Owner shall be responsible for attorney's fees and all other costs of collection incurred in collecting any assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES** - The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide duly recorded first mortgage. Sale or transfer of any Lot shall not affect the assessment lien against the land. However, the sale or transfer of any Lot pursuant to foreclosure on a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve

such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 10. SUBORDINATION OF THE LIEN TO TAXES** - The lien of the assessments provided for herein shall be subordinate to the lien for real estate taxes on the Lot.

## ARTICLE V ARCHITECTURAL CONTROL

No improvements, modifications or additions shall be commenced, erected or maintained upon any lot until the plans and specifications showing the nature, kind, shape, dimensions, color, materials and location of the proposed improvements or changes have been submitted to approved in writing by the Association or its Architectural Review Committee (hereinafter referred to as "ARC") as it is further defined herein. The Association shall have the right to publish and from time to time amend written architectural standards and guidelines ("Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including but not limited to, architectural style, design, size, color, finish, materials, location. The ARC shall not approve any improvements or modifications which it determines, in its sole discretion, are not in harmony of exterior design, construction and/or location in relation to surrounding structures, typography or general plan of development of Ashley Ridge.

The ARC is composed of at least three (3) members to be appointed by the Board any of whom may act as representative of the ARC without holding a meeting of the full committee or giving notice to the other members. After Class B lots cease to exist, the then recorded Owners having at least two-thirds (2/3) of the membership voting rights shall have the power through a written instrument to change membership of the Committee.

a. The Committee's approval or disapproval as required by these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after the required plans and specifications have been submitted to and received by the Committee, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

b. Approval by the Committee shall not constitute a basis for liability of the member(s) of the Committee, the Committee or the Declarant for any reason including, without limitation, (i) failure of the plans to conform to any applicable legal or municipal restrictions; or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

c. The Association shall have the right to charge a reasonable fee not to exceed \$25.00, for receiving and processing each application.

## ARTICLE VI LOT RESTRICTIONS

**SECTION 1. RESIDENTIAL USE** - All lots shall be used for single-family residential

purposes only, and no business shall be carried on or upon any lot; provided, however, that nothing contained herein shall prevent Declarant from using any lot owned by Declarant for the purpose of carrying on business related to the development, improvement and sale of lots in the subdivision.

**SECTION 2. NUISANCES** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood.

**SECTION 3. TRASH, LOT MAINTENANCE** - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No rubbish, trash, garbage or other waste shall be kept on any lot except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No abandoned, unlicensed or inoperable motor vehicle shall be left on any lot. All property shall be maintained free of undergrowth, dead trees, weeds and trash, and generally free of any condition that would decrease the attractiveness of the property.

**SECTION 4. ANIMALS** - No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept therein if (i) they are not kept, bred, or maintained for any commercial purpose and in accordance with all applicable ordinances; and (ii) they shall not become an annoyance or nuisance to other owners, as may be determined in the sole discretion of the ARC.

**SECTION 5. SIGNS** - No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. During the build-out of the homes in the subdivision, the Declarant, its successors or assigns, may utilize various marketing signs, flags, fixtures, model homes and/or sales centers during the construction and sale of the homes to be built in the subdivision.

**SECTION 6. ACCESSORY STRUCTURES** - All outbuildings shall be of similar design and color as the main residential building. No outbuilding, structure, storage shed, fence or wall shall be erected, placed or altered on any lot until the design, color and construction have been filed with and approved by the ARC as to the quality of workmanship and materials and type of construction, and harmony of exterior design with existing structures, and as to location with respect to placement, typography and finish grade elevation. The owner shall be solely responsible to assure that all construction complies with any applicable zoning, building codes, permits, set backs and/or restrictive easements which may limit or prevent the construction, use or placement of the proposed improvement. The ARC assumes no liability for such compliance in granting an ARC approval for a proposed improvement or modification.

**SECTION 7. GARAGES** - All garages shall be attached to residential dwellings.

**SECTION 8. EASEMENTS** - Easements for installation and maintenance of utilities and drainage are reserved as shown on the said subdivision plat.

**SECTION 9. DECLARANT MAINTENANCE OF COMMON AREAS** - The Declarant,

while it may during the course of the development of the property which is subject these covenants, conditions, and restrictions herein set forth, may undertake to maintain certain areas within the Common Area, rights of way and/or easements within said development. Said conduct on the part of the Declarant shall not be deemed to impose any continuing liability on the Declarant to do so and the Declarant reserves to itself at all times the right to discontinue any such maintenance.

SECTION 10. ANTENNAE - Subject to any applicable governmental laws, rules or regulations, approval by the ARC is required for antenna, aerial or other similar devices prior to their installation or placement on any property, dwelling house, garage, or other outbuilding. Approval or disapproval of any such antenna, aerial or other similar device shall be at the sole discretion of the Committee.

SECTION 11. POOLS - No above ground pools may be constructed on the lots. Any swimming pool must be located to the rear of any dwelling on the lot and have at least a four-foot security fence around it. Any pool fence, gate, locks, location and overall pool construction specifications must be approved by the ARC and conform to all municipal standards and codes.

SECTION 12. FENCES - The ARC prior to construction must approve All fence specifications. No chain link fences shall be permitted on any lot. No fence shall exceed six (6) feet in height. Fences shall not be placed in any easements. No fences shall be placed forward of the front corners of the house.

SECTION 13. Declarant, at its sole discretion, or the person or persons authorized to approve plans and specifications as set forth Section 11 of Article V hereof, may waive in writing the violation of any of these restrictions and may waive in writing any of the above restrictions on the Property.

## ARTICLE VII

SECTION 1. ENFORCEMENT - The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If in any litigation for the enforcement of these covenants, conditions and restrictions, the Association or any Owner bringing suit prevails, the Association or Owner, as the case may be, shall be entitled to be reimbursed for their reasonable attorney fees against the adverse party or parties. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors, with or without the recommendation of the ARC, shall have the specific right to enforce provisions contained herein by a fine in such amount as determined by the Board of Directors levied against the owner of a lot who violates or attempts to violate any such provisions contained herein by filing any such fine as a lien against such lot in the public records of Dorchester County and enforcing payment of any such lien by an action in foreclosure against such lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the owner of the lot who violates any such provisions contained herein. Further, the Board of Directors shall



have the right to record in Dorchester County a notice of violation of this Declaration or the By Laws of the Association, or any rules, regulations, use restrictions, or design guidelines published by the Association and to assess the cost of recording and removing such notice. The Association shall have an easement and right of access over, upon and across the lots in the subdivision for the purposes of enforcing the provisions of this Article VI and Article VII concerning maintenance of Lots.

In the event the Common Areas and any improvements thereon are not being maintained as required herein, the City of North Charleston, South Carolina shall have a right to maintain all Common Areas and improvements thereon and the cost of any such maintenance by the City shall be assessed against the Association and/or the Owners jointly and severally.

**SECTION 2. SEVERABILITY** - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION 3. AMENDMENT** - For so long as Declarant owns any lot within the Property, the Declarant, without consent or joinder of any other Owner or the Association may amend this Declaration. Any such amendment shall be effective upon its recordation in the Office of the Register of Deeds or Dorchester County, South Carolina. No amendment shall be binding upon any lot or owner until fifteen (15) days after a copy of such amendment has been provided to each owner.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition, notwithstanding anything to the contrary contained herein, Declarant reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veterans Administration or other applicable regulations that may be necessary to assure lender approval of the Subdivision. For so long as the Declarant maintains ownership of any Lots, any amendments which would provide the annexation of additional properties, the merger of the Subdivision with any other similar project or the consolidation of the Subdivision with such similar project, the mortgaging of Common Areas, the dedication of Common Areas, or the dissolution or amendment of the provisions of this Declaration, shall require the prior written approval of the Veterans Administration or the Federal Housing Administration, if such approval is required by said agencies as a condition to making loans on homes constructed in the Subdivision. After Class B lots cease to exist, this Declaration may be amended during the first twenty (20) year period by an instrument signed by members having not less two-thirds (2/3) of the membership voting rights, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendments must be recorded in the Register of Deeds Office of Dorchester County, South Carolina.

**SECTION 4. ANNEXATION** - Additional residential property may be subjected to this

Declaration by the Declarant at any time within six (6) years following the recording of this Declaration and upon the recordation of a supplemental declaration adding such additional property same shall become subject to the terms of this Declaration. Thereafter additional property may be annexed to the Property with the consent of members having two-thirds (2/3) of the membership voting rights.

**SECTION 5. MISCELLANEOUS HUD COMPLIANCE REQUIREMENTS -**

Notwithstanding anything to the contrary contained in this Declaration, (i)annexation of additional properties, merger or consolidation, mortgaging or dedication of the common areas, dissolution, and amendment of this Declaration or Articles of Incorporation of the Association requires prior approval of HUD/ VA as long as there exists Class B membership in the Association and (ii) if the Association is dissolved, the assets of the Association shall be dedicated to a public body, or conveyed to a non profit organization with purposes similar to the Association. The By-Laws of the Association must provide that HUD has the right to veto amendments to the By-Laws while there is Class B Membership.

IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 27<sup>th</sup> day of September, 2004.

WESCOTT ASSOCIATES, LLC

Peggy M. Rochar

By: [Signature]

Audria DeBourbon

Its: Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF DORCHESTER    )

Personally appeared before me, the undersigned, a Notary Public in and for the county and state aforesaid, Cal Morgan with whom I am personally acquainted, and who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained and who further acknowledged that (s)he is the Manager of WESCOTT ASSOCIATES, LLC, a South Carolina limited liability company, the within named bargainer, and is authorized to executed this instrument on behalf of the company.

Witness my hand and official seal at office, on this the 27<sup>th</sup> day of September, 2004.

[Signature]  
Notary Public

My Commission Expires: 6/17/06

STATE OF SOUTH CAROLINA )  
  )     PROBATE  
COUNTY OF DORCHESTER    )

PERSONALLY APPEARED before me Amelia DeBourbon, and made oath that she saw the within named Cal Morgan, as manager of Wescott Associates, LLC, sign, seal and as his act and deed, deliver the within written instrument, and that she with Peggy Rochay witnessed the execution thereof.

Amelia DeBourbon

Sworn to before me this 24th  
day of September, 2004.

J. Christine Altman

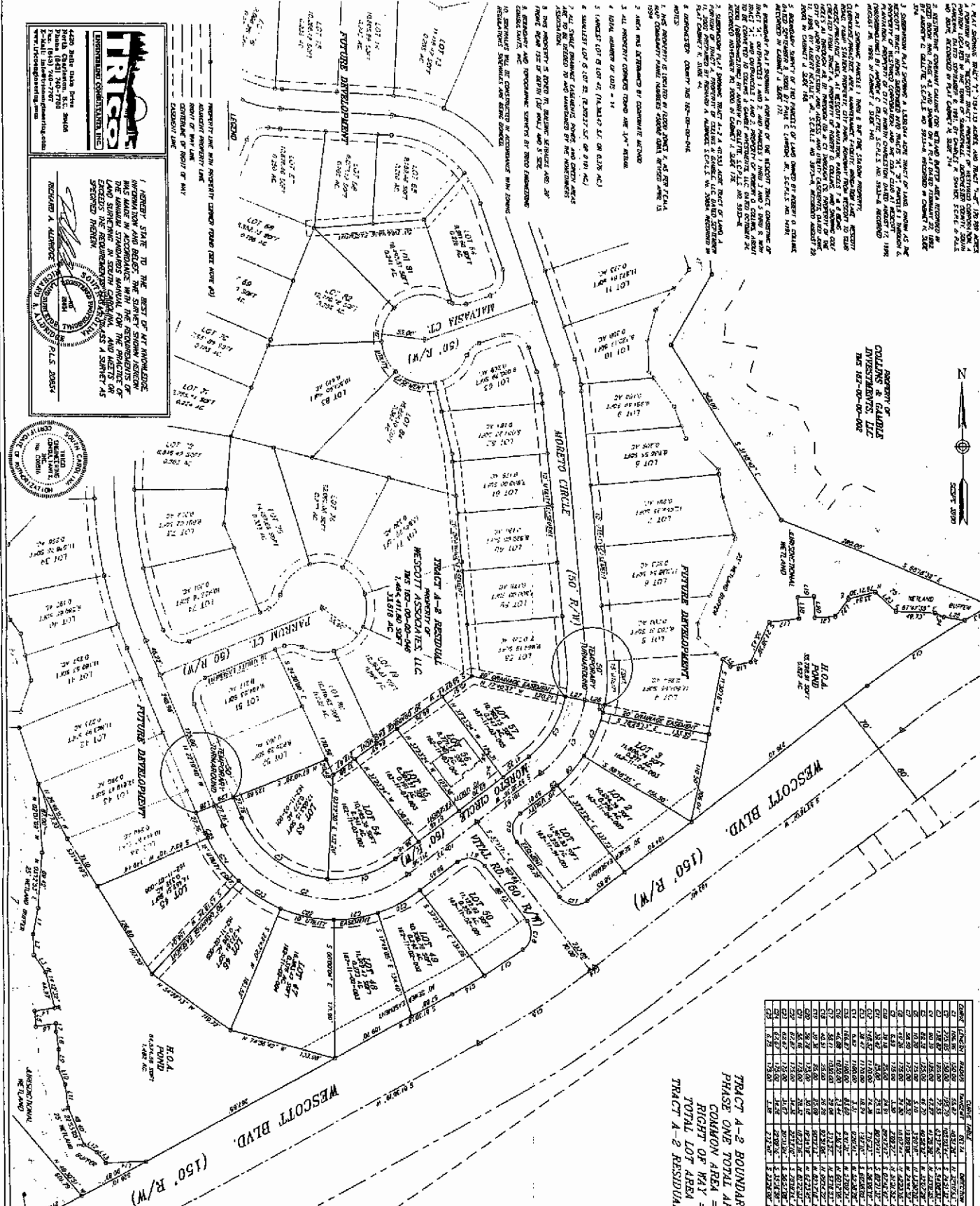
Notary Public for South Carolina  
My Commission Expires: 6/17/06

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
Filed for record this 4th  
Day of Oct. 2004  
at 9:54 A M and recorder  
In book 4356 page 306  
LINDA T MESSERVY  
REGISTER OF MESNE CONVEYANCES

SCHEDULE A

NOTES:

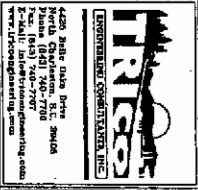
1. THIS PROPERTY IS LOCATED IN BLOCK 100, TRACT 4, AS SHOWN ON THE 1998 CONVEYANCE MAP, NAMED "WESCOTT COMMONS", AND IS PART OF THE 100% INTEREST OF THE WESCOTT TRACT, PROPERTY OF WESCOTT ASSOCIATES, L.L.C., A LIMITED LIABILITY COMPANY, INCORPORATED IN THE STATE OF SOUTH CAROLINA, AND IS SUBJECT TO THE WESCOTT COMMONS DEED, RECORDED IN DEED BOOK 100, PAGE 114, OF THE PUBLIC RECORDS OF THE COUNTY OF SOUTH CAROLINA.
2. A DISTRICTING CONVEYANCE MAP, NAMED "WESCOTT COMMONS", IS RECORDED IN DEED BOOK 100, PAGE 114, OF THE PUBLIC RECORDS OF THE COUNTY OF SOUTH CAROLINA.
3. THE PROPERTY IS SUBJECT TO THE WESCOTT COMMONS DEED, RECORDED IN DEED BOOK 100, PAGE 114, OF THE PUBLIC RECORDS OF THE COUNTY OF SOUTH CAROLINA.
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LOT	AREA (AC)	AREA (SQ FT)	PERCENTAGE
1	0.01	3,487	0.10
2	0.01	3,487	0.10
3	0.01	3,487	0.10
4	0.01	3,487	0.10
5	0.01	3,487	0.10
6	0.01	3,487	0.10
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55	0.01	3,487	0.10
56	0.01	3,487	0.10
57	0.01	3,487	0.10
58	0.01	3,487	0.10
59	0.01	3,487	0.10
60	0.01	3,487	0.10
61	0.01	3,487	0.10
62	0.01	3,487	0.10
63	0.01	3,487	0.10
64	0.01	3,487	0.10
65	0.01	3,487	0.10
66	0.01	3,487	0.10
67	0.01	3,487	0.10
68	0.01	3,487	0.10
69	0.01	3,487	0.10
70	0.01	3,487	0.10
71	0.01	3,487	0.10
72	0.01	3,487	0.10
73	0.01	3,487	0.10
74	0.01	3,487	0.10
75	0.01	3,487	0.10
76	0.01	3,487	0.10
77	0.01	3,487	0.10
78	0.01	3,487	0.10
79	0.01	3,487	0.10
80	0.01	3,487	0.10
81	0.01	3,487	0.10
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85	0.01	3,487	0.10
86	0.01	3,487	0.10
87	0.01	3,487	0.10
88	0.01	3,487	0.10
89	0.01	3,487	0.10
90	0.01	3,487	0.10
91	0.01	3,487	0.10
92	0.01	3,487	0.10
93	0.01	3,487	0.10
94	0.01	3,487	0.10
95	0.01	3,487	0.10
96	0.01	3,487	0.10
97	0.01	3,487	0.10
98	0.01	3,487	0.10
99	0.01	3,487	0.10
100	0.01	3,487	0.10

TRACT A-2 BOUNDARY = 40,553 AC.  
 PHASE ONE TOTAL AREA = 0,808 AC.  
 COMMON AREA = 2,504 AC.  
 TOTAL LOT AREA = 3,747 AC.  
 TRACT A-2 RESIDUAL = 33,618 AC.

LOT	AREA (AC)	AREA (SQ FT)	PERCENTAGE
1	0.01	3,487	0.10
2	0.01	3,487	0.10
3	0.01	3,487	0.10
4	0.01	3,487	0.10
5	0.01	3,487	0.10
6	0.01	3,487	0.10
7	0.01	3,487	0.10
8	0.01	3,487	0.10
9	0.01	3,487	0.10
10	0.01	3,487	0.10
11	0.01	3,487	0.10
12	0.01	3,487	0.10
13	0.01	3,487	0.10
14	0.01	3,487	0.10
15	0.01	3,487	0.10
16	0.01	3,487	0.10
17	0.01	3,487	0.10
18	0.01	3,487	0.10
19	0.01	3,487	0.10
20	0.01	3,487	0.10
21	0.01	3,487	0.10
22	0.01	3,487	0.10
23	0.01	3,487	0.10
24	0.01	3,487	0.10
25	0.01	3,487	0.10
26	0.01	3,487	0.10
27	0.01	3,487	0.10
28	0.01	3,487	0.10
29	0.01	3,487	0.10
30	0.01	3,487	0.10
31	0.01	3,487	0.10
32	0.01	3,487	0.10
33	0.01	3,487	0.10
34	0.01	3,487	0.10
35	0.01	3,487	0.10
36	0.01	3,487	0.10
37	0.01	3,487	0.10
38	0.01	3,487	0.10
39	0.01	3,487	0.10
40	0.01	3,487	0.10
41	0.01	3,487	0.10
42	0.01	3,487	0.10
43	0.01	3,487	0.10
44	0.01	3,487	0.10
45	0.01	3,487	0.10
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47	0.01	3,487	0.10
48	0.01	3,487	0.10
49	0.01	3,487	0.10
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51	0.01	3,487	0.10
52	0.01	3,487	0.10
53	0.01	3,487	0.10
54	0.01	3,487	0.10
55	0.01	3,487	0.10
56	0.01	3,487	0.10
57	0.01	3,487	0.10
58	0.01	3,487	0.10
59	0.01	3,487	0.10
60	0.01	3,487	0.10
61	0.01	3,487	0.10
62	0.01	3,487	0.10
63	0.01	3,487	0.10
64	0.01	3,487	0.10
65	0.01	3,487	0.10
66	0.01	3,487	0.10
67	0.01	3,487	0.10
68	0.01	3,487	0.10
69	0.01	3,487	0.10
70	0.01	3,487	0.10
71	0.01	3,487	0.10
72	0.01	3,487	0.10
73	0.01	3,487	0.10
74	0.01	3,487	0.10
75	0.01	3,487	0.10
76	0.01	3,487	0.10
77	0.01	3,487	0.10
78	0.01	3,487	0.10
79	0.01	3,487	0.10
80	0.01	3,487	0.10
81	0.01	3,487	0.10
82	0.01	3,487	0.10
83	0.01	3,487	0.10
84	0.01	3,487	0.10
85	0.01	3,487	0.10
86	0.01	3,487	0.10
87	0.01	3,487	0.10
88	0.01	3,487	0.10
89	0.01	3,487	0.10
90	0.01	3,487	0.10
91	0.01	3,487	0.10
92	0.01	3,487	0.10
93	0.01	3,487	0.10
94	0.01	3,487	0.10
95	0.01	3,487	0.10
96	0.01	3,487	0.10
97	0.01	3,487	0.10
98	0.01	3,487	0.10
99	0.01	3,487	0.10
100	0.01	3,487	0.10



1. ANY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAND SURVEYING MANUAL FOR THE PROFESSION OF SURVEYING IN THE STATE OF SOUTH CAROLINA, AS A SURVEY AS SPECIFIED HEREIN.

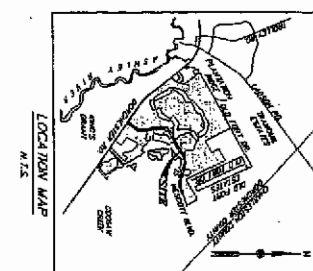
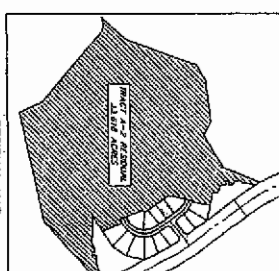
RECORDED IN DEED BOOK 100, PAGE 114, OF THE PUBLIC RECORDS OF THE COUNTY OF SOUTH CAROLINA.



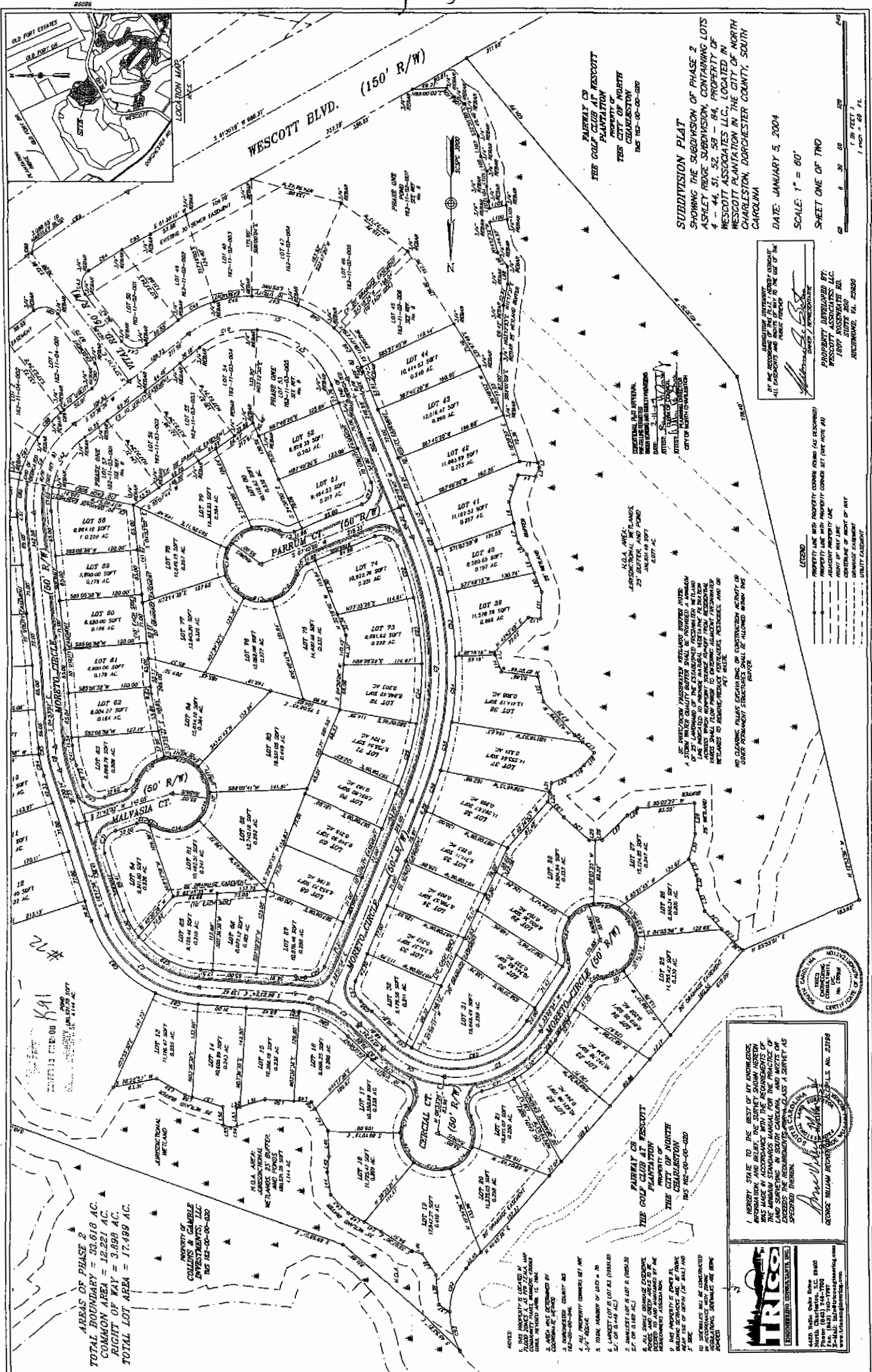
DATE: MAY 1, 2003  
 REVISION: JUNE 10, 2004  
 SCALE: 1" = 50'  
 1" = 100'  
 1" = 200'

PLAT # 7, 110  
 REC.  
 1/11/03

APPROVED BY:  
 DATE: 5/1/03  
 PROFESSIONAL SURVEYOR



2/13/2004  
16/1/2004  
New



AREAS OF PHASE 2  
TOTAL BOUNDARY = 33,618 AC.  
COMMON AREA = 12,221 AC.  
RIGHT OF WAY = 3,898 AC.  
TOTAL LOT AREA = 17,499 AC.

PROPERTY OF  
COLLINS & GAMBLE  
INVESTMENTS, LLC  
TMS 162-00-00-000

THE GOLF CLUB AT WESCOTT  
PLANTATION  
PROPERTY OF  
THE CITY OF WORTH  
COUNTY, NORTH  
CAROLINA  
TMS 162-00-00-000

SUBDIVISION PLAT  
SHOWING THE SUBDIVISION OF PHASE 2  
ASHLEY RIDGE SUBDIVISION, CONTAINING LOTS  
4, 14, 51, 52, 58 - 84, PROPERTY OF  
WESCOTT ASSOCIATES, LLC, LOCATED IN  
WESCOTT PLANTATION IN THE CITY OF NORTH  
CAROLINA, DORCHESTER COUNTY, SOUTH  
CAROLINA

DATE: JANUARY 5, 2004  
SCALE: 1" = 80'  
SHEET ONE OF TWO

PROPERTY SURVEYED BY:  
WESLEY W. WILSON, L.L.C.  
1507 STATES ROAD  
ROCKFORD, VA 25080

PROPERTY LINES WITH PROPERTY CORNER MARKS (AS DEPICTED)  
PROPERTY LINES WITH PROPERTY CORNER SET (SEE NOTE 10)  
RIGHT OF WAY LINE  
CONTINUED RIGHT OF WAY  
UTILITY CORNER  
UTILITY CORNER



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,  
INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON  
CONFORMS TO THE STANDARD PRACTICES AND THE  
ANGULAR STANDARDS MANUAL FOR THE PRACTICE OF  
LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR  
EXCEEDS THE REQUIREMENTS OF CHAPTER 45, AS A SURVEY AS  
SPECIALLY ORDERED.

Wesley W. Wilson  
Wesley W. Wilson, L.L.C.  
1507 STATES ROAD  
ROCKFORD, VA 25080

**TRICO**  
ENGINEERING CONSULTANTS, INC.  
4424 York, Duke Drive  
North Charleston, SC 29505  
Phone: (843) 740-1000  
Fax: (843) 740-1001  
E-Mail: info@tricoengineering.com  
www.tricoengineering.com

- NOTES
1. THIS PROPERTY IS LOCATED IN THE CITY OF WORTH, DORCHESTER COUNTY, SOUTH CAROLINA.
  2. AREA NOT DEPICTED BY THIS PLAT IS SHOWN ON THE SUBDIVISION PLAT FOR PHASE 1, DATED 11/11/03.
  3. ALL PROPERTY CORNERS SET ARE 3" X 3" ALUMINUM.
  4. FULL PROPERTY CORNERS SET ARE 3" X 3" ALUMINUM.
  5. TOWN, NUMBER OF LOTS = 70.
  6. LARGEST LOT IS LOT 83 (108,840 SQ. FT. OR 2.46 AC).
  7. SMALLEST LOT IS LOT 8 (208,145 SQ. FT. OR 4.76 AC).
  8. ALL SINGLE-DRAINAGE EXCEPT AS NOTED TO THE SURVEYOR BY THE ENGINEER.
  9. THIS PROPERTY IS PART OF THE WESCOTT PLANTATION, DORCHESTER COUNTY, SOUTH CAROLINA.
  10. SURVEYOR HAS CONDUCTED VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.



083-0534

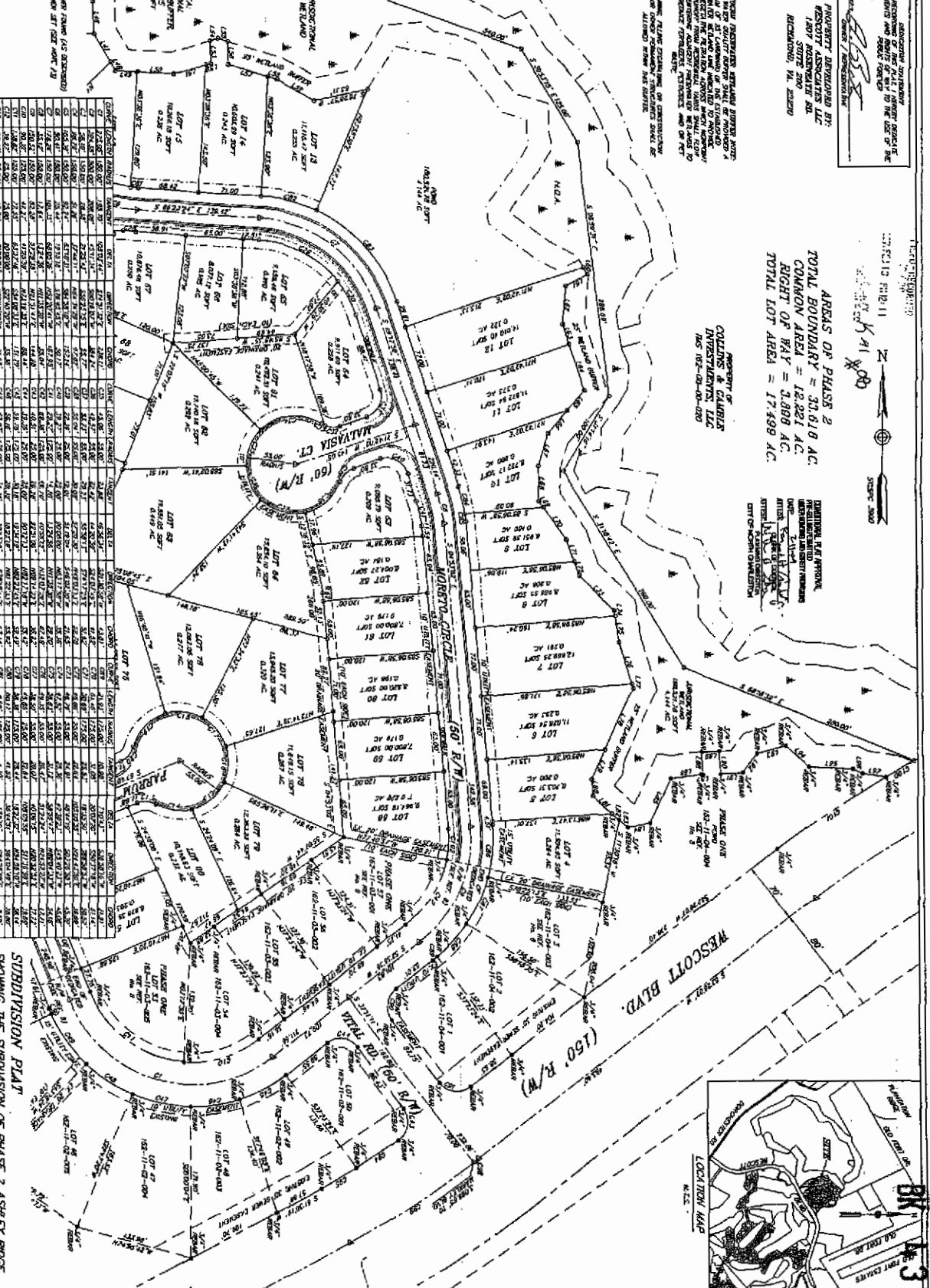
**TRISTAR**  
 ENGINEERING CONSULTANTS, INC.  
 1000 North Main Street  
 North Charleston, SC 29405  
 Phone (803) 718-7700  
 Fax (803) 718-7701  
 E-mail: info@tristar-engineers.com  
 www.tristar-engineers.com

George William Beckwith, P.E.  
 LICENSE NO. 23898

REGISTERED PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 STATE OF SOUTH CAROLINA

1. THE PROPERTY IS LOCATED IN PLYMOUTH, SOUTH CAROLINA, AS SHOWN ON THE ATTACHED MAP.
2. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
3. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
4. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
5. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
6. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
7. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
8. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
9. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.
10. THE PROPERTY IS BOUNDARY ADJACENT TO THE PROPERTY OWNED BY COLLENS & CALBERT INVESTMENTS, LLC.

LOT	AREA (AC)	AREA (SQ FT)	PERCENTAGE OF TOTAL
1	0.01	3,468	0.02
2	0.01	3,468	0.02
3	0.01	3,468	0.02
4	0.01	3,468	0.02
5	0.01	3,468	0.02
6	0.01	3,468	0.02
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13	0.01	3,468	0.02
14	0.01	3,468	0.02
15	0.01	3,468	0.02
16	0.01	3,468	0.02
17	0.01	3,468	0.02
18	0.01	3,468	0.02
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20	0.01	3,468	0.02
21	0.01	3,468	0.02
22	0.01	3,468	0.02
23	0.01	3,468	0.02
24	0.01	3,468	0.02
25	0.01	3,468	0.02
26	0.01	3,468	0.02
27	0.01	3,468	0.02
28	0.01	3,468	0.02
29	0.01	3,468	0.02
30	0.01	3,468	0.02
31	0.01	3,468	0.02
32	0.01	3,468	0.02
33	0.01	3,468	0.02
34	0.01	3,468	0.02
35	0.01	3,468	0.02
36	0.01	3,468	0.02
37	0.01	3,468	0.02
38	0.01	3,468	0.02
39	0.01	3,468	0.02
40	0.01	3,468	0.02
41	0.01	3,468	0.02
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43	0.01	3,468	0.02
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51	0.01	3,468	0.02
52	0.01	3,468	0.02
53	0.01	3,468	0.02
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59	0.01	3,468	0.02
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62	0.01	3,468	0.02
63	0.01	3,468	0.02
64	0.01	3,468	0.02
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69	0.01	3,468	0.02
70	0.01	3,468	0.02
71	0.01	3,468	0.02
72	0.01	3,468	0.02
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80	0.01	3,468	0.02
81	0.01	3,468	0.02
82	0.01	3,468	0.02
83	0.01	3,468	0.02
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85	0.01	3,468	0.02
86	0.01	3,468	0.02
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91	0.01	3,468	0.02
92	0.01	3,468	0.02
93	0.01	3,468	0.02
94	0.01	3,468	0.02
95	0.01	3,468	0.02
96	0.01	3,468	0.02
97	0.01	3,468	0.02
98	0.01	3,468	0.02
99	0.01	3,468	0.02
100	0.01	3,468	0.02



LOT	AREA (AC)	AREA (SQ FT)	PERCENTAGE OF TOTAL
1	0.01	3,468	0.02
2	0.01	3,468	0.02
3	0.01	3,468	0.02
4	0.01	3,468	0.02
5	0.01	3,468	0.02
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8	0.01	3,468	0.02
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31	0.01	3,468	0.02
32	0.01	3,468	0.02
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37	0.01	3,468	0.02
38	0.01	3,468	0.02
39	0.01	3,468	0.02
40	0.01	3,468	0.02
41	0.01	3,468	0.02
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63	0.01	3,468	0.02
64	0.01	3,468	0.02
65	0.01	3,468	0.02
66	0.01	3,468	0.02
67	0.01	3,468	0.02
68	0.01	3,468	0.02
69	0.01	3,468	0.02
70	0.01	3,468	0.02
71	0.01	3,468	0.02
72	0.01	3,468	0.02
73	0.01	3,468	0.02
74	0.01	3,468	0.02
75	0.01	3,468	0.02
76	0.01	3,468	0.02
77	0.01	3,468	0.02
78	0.01	3,468	0.02
79	0.01	3,468	0.02
80	0.01	3,468	0.02
81	0.01	3,468	0.02
82	0.01	3,468	0.02
83	0.01	3,468	0.02
84	0.01	3,468	0.02
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88	0.01	3,468	0.02
89	0.01	3,468	0.02
90	0.01	3,468	0.02
91	0.01	3,468	0.02
92	0.01	3,468	0.02
93	0.01	3,468	0.02
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97	0.01	3,468	0.02
98	0.01	3,468	0.02
99	0.01	3,468	0.02
100	0.01	3,468	0.02

**SUBDIVISION PLAN**  
 SHOWING THE SUBDIVISION OF PHASE 2 ASHLEY RIDGE  
 SUBDIVISION, CONTAINING LOTS 4 - 44, 51, 52, 58 -  
 84, PROPERTY OF WESCOTT ASSOCIATES LLC, LOCATED  
 IN WESCOTT PLANTATION IN THE CITY OF NORTH  
 CHARLESTON, DORCHESTER COUNTY, SOUTH CAROLINA  
 DATE: JANUARY 5, 2004  
 SCALE: 1" = 60'  
 SHEET TWO OF TWO

3566PG320

loc. 2/21/04

R.91

goff

# Ashley Ridge Homeowner's Association, Inc.

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## Rules and Regulations

11/1/2015

This rules and regulations guide is intended to be a summary of Article V of the Declaration of Covenants, Conditions, and Restrictions for Ashley Ridge Subdivision as recorded October 4th, 2004 in Dorchester County, South Carolina. This summary also contains additional rules created and approved by the Ashley Ridge Board of Directors.



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## ARCHITECTURAL CONTROL

No improvements, modifications or additions shall be commenced, erected, or maintained upon any lot until the plans and specifications showing the nature, kind, shape, dimensions, color, materials and location of the proposed improvements or changes have been submitted to the Association or its Architectural Review Committee (hereinafter referred to as "ARC") for review.

The association shall have the right to publish and from time to time amend written architectural standards and guidelines ("Architectural Guidelines") which may establish, define, and expressly limit the standards and specifications which will be approved, including but not limited to, architectural style, design, size, color, finish, materials, and location.

The purpose of this summary set of rules and regulations is to offer clarity and specificity to the Declaration of Covenants, Conditions and Restrictions for Ashley Ridge Subdivision ("Declaration") as provided under Articles II and V of the Declaration. The ARC shall not approve any improvements or modifications which it determines, in its sole discretion, are not in harmony of exterior design, construction, and/or location in relation to surrounding structures, typography or general plan of development of Ashley Ridge. Please review the association documents located on our website at [www.ashleyridgehoa.com](http://www.ashleyridgehoa.com).

The Association has a right under the Declaration and Bylaws to assess fines and/or seek an injunction for violation of the Declaration, Bylaws, Rules, Regulations, or Architectural Guidelines.

1. **Accessory Structures (Shed):** All outbuildings shall be of similar design and color as the main residential building. No outbuilding, structure, storage shed, fence or wall shall be erected, placed or altered on any lot until the design, color and construction have been filed with and approved by the ARC. Plans and specifications must also detail the quality of workmanship, materials, type of construction, and harmony of exterior design with existing structures, location, and typography and finish grade elevation. The owner shall be solely responsible to assure that all construction complies with any applicable zoning, building codes, permits, setbacks and/or restrictive easements which may limit or prevent the construction, use or placement of the proposed improvement. The ARC assumes no liability for such compliance in granting an ARC approval for a proposed improvement or modification. See [Exhibit A](#) for shed guidelines at the end of this document.
2. **Fences:** The ARC prior to construction must approve all fence specifications. No chain link fence shall be permitted on any lot. No fence shall exceed six feet in height. Fences shall not be placed in any easements. No fence shall be placed forward of the front corners of the house. See [Exhibit B](#) at the end of this document for additional fence guidelines.

3. **Garages:** All garages shall be attached to residential dwellings.
4. **Nuisances & Offensive Activities:** No noxious, offensive or illegal activities shall be carried on or upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, loud noise/activities that go past local ordinance “hours” as required by the city of North Charleston. (It is recommended residents holding large outings should as a courtesy inform neighbors of the upcoming event).
5. **Trash Containers:** Trash containers and recycling bins must be placed near the rear of, or directly behind, the residence and screened from view when not in use. Trash containers must be removed by 9 pm on the day of pick up and not put out before 5 pm on the day before. Garbage receptacles shall not be kept upon public property except when placed for collection on the curb on the day of collection. Garbage receptacles shall be placed at the curb prior to 7:00 a.m. on the day of collection. In no case shall such container be placed along the curb more than 12 hours prior to the collection day. Containers shall be moved to private property within 12 hours of collection.
6. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept therein if (i) they are not kept, bred, or maintained for any commercial purpose and in accordance with all applicable ordinances; and (ii) they shall not become an annoyance or nuisance to other owners, as may be determined in the sole discretion of the ARC.
  - Pet owners are responsible for control of their pets (including cats) and picking up after them. Members or their tenants/guests should remove pet waste from lots so as not to create a nuisance to others.
  - No pet’s waste should remain in the common areas upon your departure.
  - Dogs shall be leashed at all times when off their property.
  - Reports of stray animals can be forwarded to the North Charleston Animal Control for resolution.
7. **Lawn Maintenance:** Landscaping must be maintained to present a neat and clean appearance. This includes regular mowing, edging, weeding of beds, pruning of shrubs, etc...
8. **House/Other Structure Maintenance:** Houses and other structures shall be kept in good condition and members shall make repair of broken items such as shutters, gutters, driveways, and fences. At minimum, and as needed, all houses and other structures shall be pressure washed once per year.

9. **Signage:** No sign of any kind shall be displayed to the public view on any lot except one sign, approved by the Board of Directors, which shall not be more than five square feet in area advertising the property for sale or rent.
10. **Antennae:** Subject to any applicable governmental laws, rules or regulations, approval by the ARC is required for antenna, aerial, or other similar devices prior to their installation or placement on any property, dwelling house, garage, or other outbuilding. Approval or disapproval of any such antenna, aerial, or other similar device shall be at the sole discretion of the Committee (ARC). Small television receiving disks are permitted and shall be installed in an unobtrusive manner in a location providing a signal. Such location shall be coordinated with the ARC (or Board).

Only small television receiving disks are permitted and should be attached to the rear or side of the attached garage or ground mounted immediately adjacent to the rear or side of the residential dwelling.

11. **Parking:** All vehicles must be parked in driveways or garages. No abandoned, unlicensed, or inoperable motor vehicle shall be left on any lot. Repair or extraordinary maintenance of vehicle is not permitted in the yard, driveway, or common areas. No homeowner or guest shall park on the sidewalk, or park a vehicle in such manner as to create a public or private nuisance upon any roadway for the purpose of: Washing, greasing, repairing such vehicle except repairs necessitated by an emergency. No person shall park a vehicle in a roadway, other than parallel with the edge of the roadway, and with the curbside wheels of the vehicle within one foot of the edge of the roadway. No person shall stop, stand or park any vehicle on a street in such a manner as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic, except that a driver shall stop when necessary in obedience to traffic regulations or traffic signs or signals or a police officer.
12. **Business/Commercial Vehicles:** The term "commercial vehicle" as used, herein, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders or vehicles which would not be primarily used for the transportation of passengers. Only passenger style cars, trucks, or vans used for business purposes may be parked in the driveway or garage and advertising wrap or other auto signage for advertising purposes must not be offensive in nature or content. Commercial vehicles shall not be permitted on any common property or lot, except if kept in an enclosed garage; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a lot or the common property. No eighteen-wheel trucks or the cabs of such trucks or trucks with a load

capacity in excess of three-quarters of a ton shall be parked, kept or stored within the community except during the time reasonably necessary to provide service delivery within the community. The Board of Directors may exercise any and all remedies in lieu of its authority to remove the violating vehicle.

13. **Portable Sporting Equipment:** No basketball hoops shall be attached to the front or side of any dwelling. No person shall place, erect, install, or use any sporting equipment, ball, puck, lines, or sporting goals in, or within ten feet of, any public right-of-way. Portable sporting equipment must be stored out of sight when not in use.
14. **Mailboxes:** Mailboxes must be black with white posts. Any modifications of the original design of mailboxes or posts must have ARC approval.
15. **Pools:** No above ground pools may be constructed on the lots. Any pool must be located to the rear of any dwelling on the lot and have at least a four foot security fence around it. Pool location, fences, gates, locks, and overall pool construction specifications must be approved by the ARC and conform to all municipal standards and codes.
16. **Retention Ponds:** The ponds are kept and maintained as an area for water retention, drainage, and water management purposes as part of the Storm Water Management System in compliance with applicable governmental and water management district requirements. Owners, tenants, guests, and non-members are prohibited from using the ponds for recreational purposes, including swimming, boating, or any other similar activity, except that fishing shall be allowed subject to any rules and regulations published by the Board. All members, tenants and guests will take care in releasing fish and not endangering any wildlife. Special care should also be taken to ensure NO fishing line is left floating in the pond so as to avoid endangering wildlife and the association fountain.
17. **Clotheslines:** Clotheslines are not permitted. Fences and/or railings shall not be used to hang clothes or other types of household linens.
18. **Fishing:** All residents, tenants and authorized guests (age 16 and older) must possess a SC Fishing license. Fishing is only permitted from Dawn to Dusk annually. Anyone fishing at the ponds is expected to be courteous to those members who reside next to the ponds.

19. **Firearms:** The use or discharge of firearms of any kind is prohibited. Paintball guns, air guns and pellet guns are also prohibited. Hunting of any kind or by any method is also prohibited.

20. **Holiday Lighting & Decorations:** All holiday lighting and decorations should be considered temporary and may not be installed prior to 30 days before the particular holiday. All holiday decorations must be removed within 15 days of the holiday or celebration. Decorations may not include any audio that can be heard beyond the limits of the lot.

## Ashley Ridge Shed Guidelines

- Sheds must be located a minimum of three (3) feet from all property lines and not located within any easements five (5) feet on all sides of lots in a drainage and utility easement.
- It is solely the homeowner's responsibility to ensure that any structure and foundation comply with local building codes and that all necessary permits are obtained.
- Sheds can be a maximum of 120 square feet in size (10'x12')
- Sheds must be a maximum of 9.5 feet in height to the eve of the roof.
- Roof and siding must be similar to the principal structure in color, material and architectural design.
- The shed should be screened from a road or public access by landscaping or other such material deemed appropriate by the Architectural Review Committee.
- Location of the shed must not degrade the appearance of an adjacent neighbor's yard. (NO storage materials around or on the shed, that is, no ladders, bikes, wheelbarrows or other objects hung on or stored behind, adjacent or in front of shed.)
- A maximum of one (1) shed per lot.
- Exterior lighting (if installed) shall not exceed one 75watt light. Efforts must be taken to shield neighbors from light overrun.
- All sheds are to be approved by the Architectural Review Committee.
- Standard, off the shelf, products such as Rubbermaid and other pre-assembled sheds may be approved at the Architectural Review Committee's discretion.
- In submitting a shed request, the owner must provide the following:
  - a) Architectural Review Committee Request
  - b) Copy of plat detailing exact location of the shed.
  - c) Photo showing proposed location.
  - d) List of materials to be used.

## Ashley Ridge Fence Guidelines

- The ARC must approve all fence specifications prior to construction.
- Fences will be to a maximum of 6' (72") in height.
- Golf course lots are designated as lots 19-25. These lots shall be 4' (48") in height but may be 6' (72") in height if the owners of these lots obtain the written permission of each adjacent property owner. Lot 19 will need to obtain permission of lot 20 only and lot 25 will need to obtain permission of lot 24 only. Lots 20, 21, 22, 23, & 24 will need permission of each adjacent owner to erect a 6' (72") fence.
- Fences shall be constructed of unpainted smooth planed pressure treated lumber, ornamental metal, or white PVC.
- The aesthetic side of the fence shall face adjacent property or street.
- Fences may extend from rear property line up to 1/3 of the side of the home.
- A variance is permitted if side access door needs to be included.
- Fences shall come off the side of the home at a 90 degree angle.
- Fences shall not extend pass the property line of any home.
- No fence may block any part of a neighbors front yard.
- Specific criteria may be applicable to fences installed on corner lots when a side yard is contiguous with the front yard of another lot. For example: No fence can be forward of a front setback line, and in case of a corner lot, cannot be closer to a side street than the front setback of the adjacent lot.
- Fence material such as split rail, chain link, chicken wire, or any other material other than that specified above is strictly prohibited.
- All fences are to be installed with vertical supports just inside ones property line so that siding material can be installed right on the property line. If a fence exists on a neighbor's adjacent property then attach to or butt up to that existing fence. No gap or space between side fences will be allowed.
- Hinges and closures to be black decorative metal, NOT barn type.
- Any fence placed in an easement is done so with the full understanding and acknowledgement by owner that any damage done to fence is entirely the owners and owner understands and acknowledges that the owner will bring damaged fence back into conformity within 10 days after such damage or when work in easement is completed. An encroachment permit from governing municipalities is VERY STRONGLY RECOMMENDED.
- Any approved work which has not begun within 60 days will be void and a new permit will be required. Any approved work which has begun but not completed within 120 days will be considered abandoned or neglected and will be dealt with by the HOA. Extenuating circumstances will certainly be considered so as not to pose a hardship on someone. This is for blatant neglect or abandonment so as not to make the community look bad or be unsafe.